

**ONTARIO
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE
JUSTICE BALTMAN

)
)

WEDNESDAY, THE 5th DAY
OF FEBRUARY, 2020

BETWEEN:

A.Z.P., A.J.P., and QI ZHANG

Plaintiffs

- and -

REPROMED LTD., THE TORONTO INSTITUTE FOR REPRODUCTIVE MEDICINE INC.,
DR. ALFONSO DEL VALLE, PRAXAIR CANADA INC. and CHART INDUSTRIES, INC.

Defendants

Proceeding under the *Class Proceedings Act, 1992*

**ORDER
(Plan of Allocation, Claim Package and Notice Approval)**

THIS MOTION made by the Plaintiffs for an Order: (i) approving the Plan of Allocation; (ii) approving the Claim Form and the notice of claims process (“Claim Package”); and (iii) approving the method of disseminating the Claim Package, was heard this day at the Court House, 7755 Hurontario St., Brampton, Ontario.

ON READING the materials filed, including the Plan of Allocation attached hereto as **Schedule “A”**;

AND ON HEARING the submissions of counsel for the Plaintiffs, with the Defendants taking no position on this motion;

AND ON BEING ADVISED that the Defendants do not oppose this Order;



1. **THIS COURT ORDERS** that, for the purposes of this Order, the definitions set out in the Plan of Allocation apply to and are incorporated into this Order.
2. **THIS COURT ORDERS** that the Plan of Allocation is hereby approved and shall be implemented in accordance with its terms.
3. **THIS COURT ORDERS** that the Plan of Allocation shall govern the administration of the settlement agreement entered into with Repromed Ltd., The Toronto Institute for Reproductive Medicine Inc., Praxair Canada Inc. and Chart Industries Inc. dated December 3, 2019 (the “Settlement Agreement”).
4. **THIS COURT ORDERS** that the settlement amount paid in accordance with the Settlement Agreement shall be distributed by Class Counsel in accordance with the Plan of Allocation.
5. **THIS COURT ORDERS** that the Claim Package is hereby approved substantially in the form attached hereto as **Schedule “B”**.
6. **THIS COURT ORDERS** that Class Counsel shall send the Claim Package directly to all Settlement Class Members (who did not opt-out of the action) by mail or email, to the extent that information is provided to Class Counsel pursuant to paragraph 7.
7. **THIS COURT ORDERS** that within 10 days following the Opt-Out Deadline (as defined in the Settlement Agreement), the Repromed Defendants shall provide Class Counsel with the following information about each Settlement Class Member who did not opt-out of the litigation:
 - (a) the Settlement Class Member’s name and contact information;

- (b) the patient number used to describe the Settlement Class Member in Exhibits “N”, “O” and “P” to the Repromed Defendants’ Responding Certification Record; and
 - (c) whether the Settlement Class Member signed a release with the Repromed Defendants.
8. **THIS COURT ORDERS** that all information provided by claimants as part of the claims process is collected, used and retained by Class Counsel and their agents pursuant to Ontario privacy laws for the purposes of administering the Settlement Agreement, including evaluating the claimant’s eligibility status under the Settlement Agreement. The information provided by the claimant shall be treated as private and confidential and shall not be disclosed without the express written consent of the claimant, except in accordance with the Settlement Agreement, the Plan of Allocation and/or orders of the Ontario Court.



The Honourable Justice Baltman

SCHEDULE "A"

PLAN OF ALLOCATION REPROMED CLASS ACTION

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GENERAL PRINCIPLES

1. The procedures set forth herein are for the administration of the settlement entered into with the Settling Defendants, dated December 3, 2019 (the “Settlement Agreement”).
2. Class Counsel may adopt additional policies and procedures for the administration of the Settlement Agreement that are consistent with this Plan of Allocation, the Settlement Agreement and orders of the Court.

DEFINITIONS

3. The definitions set out in the Settlement Agreement apply to this Plan of Allocation and are incorporated, except as altered herein.
4. For the purposes of this Plan of Allocation:
 - (a) ***Claim Deadline*** means the final date on which a Settlement Class Member may submit a Claim Form, which is two (2) months from the date of the first publication of notice advising Settlement Class Members of the claims process.
 - (b) ***Claim Form*** means the form that a Settlement Class Member must complete and submit before the Claim Deadline in order to be considered for settlement benefits under this Plan of Allocation.
 - (c) ***Destroyed Reproductive Material*** means the human eggs and embryos that were destroyed while being stored in the Tank at the Repromed Clinic.
 - (d) ***Net Settlement Proceeds*** means the Settlement Amount plus interest and less the amounts payable in respect of Class Counsel Fees, Class Counsel Disbursements, and Administration Expenses.

- (e) ***Original Treatment Costs*** means out-of-pocket expenses actually paid by the Settlement Class Member to create the Destroyed Reproductive Material, including the cost of fertility drugs, medical procedures (e.g. egg retrieval), donor expenses, genetic tests, and travel. Expenses paid by an insurer (i.e. OHIP) are not included.
- (f) ***Proof of Payment*** means receipts, invoices, credit card or banking statements, or other comparable proof that is acceptable to Class Counsel.
- (g) ***Reproductive Material*** means human eggs and embryos.
- (h) ***Repromed Clinic*** means the fertility clinic operated by some or all of the Repromed Defendants.
- (i) ***Repromed Defendants*** means Repromed Ltd., The Toronto Institute for Reproductive Medicine Inc. and Dr. Alfonso Del Valle.
- (j) ***Settlement Class*** means all patients of the Repromed Defendants (and their reproductive partners, if applicable) whose Reproductive Material was destroyed while being stored in the Tank.
- (k) ***Settlement Class Member(s)*** means any member of the Settlement Class who does not validly opt-out of the Settlement Class.
- (l) ***Subsequent Treatment Costs*** means out-of-pocket expenses actually paid by the Settlement Class Member to replace the Destroyed Reproductive Material, including the cost of fertility drugs, medical procedures (e.g. egg retrieval), donor

expenses, genetic tests, and travel. Expenses paid by an insurer (i.e. OHIP) are not included.

- (m) **Tank** means the dewar manufactured by a subsidiary of Chart Industries, Inc. bearing serial number NPB2017520124U.

DISTRIBUTION OF THE NET SETTLEMENT PROCEEDS

Calculation of Settlement Benefits

5. Settlement Class Members who did not sign a release with the Repromed Defendants will be entitled to claim pursuant to paragraph 8. All Settlement Class Members are eligible to claim pursuant to paragraph 11.
6. After total benefits payable pursuant to paragraph 8 are determined and subtracted from the Net Settlement Proceeds, the remaining Net Settlement Proceeds will be distributed *pro rata* (proportionately) based on the point allocation described in paragraph 11.
7. Notwithstanding any other provision in this plan of allocation, if the distribution would result in an unjust distribution, Class Counsel will seek further directions from the Court with respect to the distribution of the settlement benefits.

Part I: Treatment Expenses

8. Settlement Class Members who did not sign releases with the Repromed Defendants are entitled to claim for one of the following:
 - (a) The Settlement Class Member can claim for their Original Treatment Costs, provided that the Settlement Class Member provides Proof of Payment;

- (b) The Settlement Class Member can claim for their Subsequent Treatment Costs, provided that the Settlement Class Member provides Proof of Payment; or
 - (c) If the Settlement Class Member expects to incur Subsequent Treatment Costs but has not yet undergone subsequent treatment, the Settlement Class Member can provide a declaration attesting to their intention to undergo future treatment and describing the intended treatments. The value of expected Subsequent Treatment Costs will be determined as follows:
 - (i) the Settlement Class Member may claim for the expected Subsequent Treatment Costs specified in a recent treatment plan, estimate, or other similar document acceptable to Class Counsel, up to a maximum of \$25,000; or
 - (ii) if no acceptable documentation is provided, the Settlement Class Member will be allocated \$10,000 if the Destroyed Material contained only eggs, \$15,000 if the Destroyed Material contained embryos, and \$20,000 if the Destroyed Material contained embryos formed from donor eggs.
9. Settlement benefits payable pursuant to paragraph 8 shall be capped at \$400,000 in the aggregate. Where the total value of claims submitted pursuant to paragraph 8 exceeds the cap, payments will be reduced on a proportionate basis.

Part II: Point Allocation

10. After settlement benefits are calculated pursuant to paragraphs 8 and 9 and subtracted from the Net Settlement Proceeds, the remaining Net Settlement Proceeds will be allocated *pro rata* (proportionally) pursuant to the point allocation described in paragraph 11.
11. All Settlement Class Members who file claims (regardless of whether they signed a release with the Repromed Defendants) shall be allocated points based on the following grid:

Category		Points
A	Persons who underwent an egg retrieval process to create the Destroyed Reproductive Material <i>For example, women whose own eggs were retrieved</i>	20 points per Settlement Class Member
B	Persons who did not undergo an egg retrieval process <i>For example, the reproductive partner of a person described in Category (A) and persons who used egg donors.</i>	10 points per Settlement Class Member
C	Persons who attended counselling because of the destruction of their Reproductive Material <i>These claims require medical records from a treating, psychiatrist, psychologist, social worker or psychotherapist.</i>	10 points per Settlement Class Member
D	Persons who suffered minor complications from subsequent medical treatments intended to replace the Destroyed Reproductive Material <i>For example, complications that require a visit to the doctor or emergency room.</i>	5 points per Settlement Class Member
E	Persons who suffered major complications from subsequent medical treatments intended to replace the Destroyed Reproductive Material <i>For example, persons who are hospitalized as a result of subsequent treatments.</i>	15 points per Settlement Class Member
F	Persons suffering from permanent complete loss of fertility. <i>These claims require medical records from a treating physician.</i>	50 points per Settlement Class Member

G	Persons who did not have Reproductive Material stored elsewhere at the Repromed Clinic <i>Some persons had eggs or embryos stored elsewhere at the Repromed Clinic. They are not eligible to claim in this category.</i>	5 points (if a couple is filing, this can only be claimed once)
H	Embryos included in the Destroyed Reproductive Material	5 points (if a couple is filing, this can only be claimed once)

12. **Point Discount:** Settlement Class Members who signed a release with the clinic will have their total points allocated pursuant paragraph 11 discounted by 50%.

Subrogated Claims

13. To the extent known, Settlement Class Members' Ontario health card numbers will be provided to the Ministry of Health and Long-Term Care ("Ministry") for the purpose of determining whether the Ontario Health Insurance Plan ("OHIP") funded any insured services for which it is entitled to recover pursuant to the *Health Insurance Act*, RSO 1990, c H6.
14. Appropriately identified expenses will be reimbursed to the Ministry and correspondingly reduced from any amounts allocated to a Settlement Class Member. The total reimbursement to be provided to OHIP will not exceed \$50,000. If the total amount properly claimed by OHIP exceeds \$50,000, the reduction from class members compensation will be reduced *pro rata*.

THE CLAIM PROCESS

The Claim

15. Reproductive partners (meaning persons with interest/ownership of the same Destroyed Reproductive Material) must file a Claim Form together.

16. The Claim Form shall require the following information:
 - (a) Contact information;
 - (b) Information necessary to determine Settlement Class membership;
 - (c) Information necessary to determine the Settlement Class Member's entitlement pursuant to paragraphs 8 and 11, above;
 - (d) For Canadian residents, their provincial health card number;
 - (e) Relevant medical records;
 - (f) Authorization to the Class Counsel to contact the Settlement Class Member, as required in order to administer the claim; and
 - (g) Verification under the penalty of perjury that the information submitted in the Claim Form is true and correct.

The Claims Filing Process

17. All Claim Forms shall be submitted by regular mail, courier mail or email.

18. Subject to further Court order, all Claim Forms must be submitted on or before the Claim Deadline and Claim Forms submitted after the Claim Deadline shall be rejected.
19. All Claim Forms submitted by mail shall be deemed to have been submitted on the postmark date of such mail. If the postmark is illegible, the Claim Form shall be deemed to have been submitted four (4) business days before it was received by Class Counsel.
20. All Claim Forms submitted by courier shall be deemed to have been submitted on the date the package was marked as received by the courier. If the marking is illegible, the Claim Form shall be deemed to have been submitted two (2) business days before it was received by Class Counsel.
21. All Claim Forms submitted by email shall be deemed to have been submitted on the date it was sent.

Adjustments to Claims Process and Extension of the Claims Filing Deadline

22. At the discretion of Class Counsel, the Claims Filing Deadline may be extended, and the claims process adjusted. Class Counsel shall only extend the Claims Filing Deadline and/or adjust the claims process if, in their opinion, doing so will not adversely affect the fair and efficient administration of the Net Settlement Proceeds and it is in the best interests of the Settlement Class Members to do so.

Deficiencies

23. If, during claims processing, Class Counsel finds that deficiencies exist in a Settlement Class Member's claim that preclude the proper processing of such claim, Class Counsel shall notify the Settlement Class Member of the deficiencies. If the nature of the deficiency

requires Settlement Class Members to obtain documentation from a third-party(ies) (i.e., health care providers), the Settlement Class Member shall be provided sixty-five (65) days from the mailing or emailing of the deficiency notice to correct the deficiency. For all other deficiencies, the Settlement Class Member shall be provided thirty (30) days from the mailing or emailing of the deficiency notice to correct the deficiency.

24. If the deficiencies are not corrected within the allotted time, Class Counsel shall reject the Claim. The Settlement Class Member will have no further opportunity to correct the deficiency. In its sole discretion, where the nature of the deficiency requires Settlement Class Members to obtain documentation from a third-party(ies), Class Counsel can extend the deadline for correcting deficiencies.
25. Settlement Class Members can contact Class Counsel, at no charge, with questions about how to complete a Claim Form.
26. Settlement Class Members may be assisted by another lawyer of their own choosing in the completion of their claim, in which case the Settlement Class Member will be responsible for any legal expenses arising from those additional individual services.

The Claims Review Process

27. Class Counsel shall process all claims in a cost-effective and timely manner, and in accordance with the terms of the Settlement Agreement, this Plan of Allocation, and orders of the Court. Where a claim requires proof of diagnosis or evidence to substantiate the claim being made, Class Counsel shall have discretion to accept or reject the evidence

provided by the Settlement Class Member or to request such additional evidence as may be necessary in Class Counsel's sole discretion in order to substantiate the claim.

28. Class Counsel shall have the discretion to enter into such contracts and obtain financial, accounting, medical and other expert assistance as are reasonably necessary in the implementation of the Settlement Agreement and this Plan of Allocation, provided that related expenses are paid out of Class Counsel's fees or approved by the Courts in advance.
29. To the extent necessary, Class Counsel may provide the list of claimants to RicePoint Administration Inc. (the entity receiving opt-out elections) to ensure that persons who filed Claim Forms did not also opt-out of the litigation.
30. Class Counsel shall take measures to prevent and detect fraudulent or duplicative claims. Class Counsel may deny any actual or possible fraudulent or duplicative claims.

Class Counsel's Decision

31. In respect of each Settlement Class Member who has filed a Claim Form in accordance with the Plan of Allocation, Class Counsel shall:
 - (a) decide whether the Settlement Class Member is eligible to receive settlement benefits; and
 - (b) determine the value of the Settlement Class Member's claim.
32. Class Counsel shall send Settlement Class Members by email or regular mail, a decision as to the approval or rejection of the claim (the "**Decision Notice**").

33. Decision Notices shall be sent to Settlement Class Members at least 30 days prior to the Court hearing outlined in paragraph 33 below.
34. Where Class Counsel has rejected all or part of a claim, Class Counsel shall include in the Decision Notice the grounds for rejecting all or part of the claim.

Approval by the Court

35. Prior to issuing payment to eligible Settlement Class Members, Class Counsel shall bring a motion seeking Court approval of payment amounts.
36. Motion materials for the motion described in paragraph 33 shall be posted on Class Counsel's website, redacted for any information that would identify Settlement Class Members.

Class Member Objections

37. Settlement Class Members who filed claims shall be given notice of the motion described in paragraph 33. Such notice will advise Settlement Class Members of their right to object pursuant to paragraph 34 and the deadline for objecting.
38. Class members will have the ability to object to their allocation by submitting written submissions to Class Counsel at least 10 days prior to the motion described in paragraph 33. All objections will be submitted to the Court.

Payment of Claims

39. After Court approval, Class Counsel shall make arrangements to pay approved claims as expeditiously as possible.

40. Payment will be made by cheque, with one cheque issued per Claim Form. Partners filing together on the same Claim Form will be issued payment in the same cheque.
41. All settlement benefits will be calculated in Canadian currency and settlement benefits will be paid in Canadian currency.

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SCHEDULE "B"

REPROMED CLASS ACTION SETTLEMENT CLAIM PACKAGE

IMPORTANT	To claim for compensation, you must sign and return the Claim Form below by ●
------------------	--

< Name>

Claim ID: ●

<Address>

<City>, <Province> <Postal>

Dear Settlement Class Member,

You are receiving this claim package because you were affected by the failure of a cryogenic storage tank (the "Tank") at the Repromed fertility clinic in May 2018.

As you may be aware, a class action was commenced on Ontario in relation to the tank failure. A settlement was reached for \$1,500,000. This settlement, which was approved by the Ontario Superior Court of Justice ("Court"), resolves the litigation in its entirety.

The settlement amount, plus interest and less court-approved legal fees and deductions, are available for distribution to eligible Settlement Class Members. The Court approved a plan for allocating the settlement funds between Settlement Class Members ("Plan of Allocation"). A copy of the Plan of Allocation is available at www.siskinds.com/repromed

In order to make a claim for compensation, you must complete the Claim Form below and return a signed copy to the following address, postmarked no later than ●:

[address]

●

●

Claim ID: ●

FREQUENTLY ASKED QUESTIONS

The following are some frequently asked questions to help you with the claim process. If you have any additional questions, you can contact our office at [phone] or [email].

Who is a “Settlement Class Member”?

Settlement Class Members are all patients of the Repromed Defendants (and their reproductive partners, if applicable) whose eggs and/or embryos were destroyed while being stored in the Tank. Persons who opted-out of the litigation are not Settlement Class Members. [~~delete last sentence if no opt-outs~~]

Who can claim for compensation?

All Settlement Class Members are entitled to file a claim for compensation. If you received this notice, our records show that you are a Settlement Class Member who is entitled to compensation. However, if you opted-out of the litigation, you are not entitled to compensation. [~~delete last sentence if no opt-outs~~]

I signed a “Full and Final Release” with the Repromed Defendants. Can I still claim?

Yes. Settlement Class Members who signed a release with the Repromed Defendants may still claim for compensation. You should complete Section 1 and Section 3 of the Claim Form below. Section 2 does not apply to you.

When is my Claim Form due?

You must complete the form below and return a signed copy, postmarked no later than ●.

What else should I know?

The following terms may help you to understand the Claim Form:

- *Class Counsel* means Siskinds LLP, Rastin & Associates, Gluckstein Personal Injury Lawyers, and Harte Professional Corporation.
- *Reproductive Material* means human eggs and embryos.
- *Destroyed Reproductive Material* means the human eggs and embryos that were destroyed while being stored in the Tank at the Repromed Clinic.
- *Repromed Clinic* means the fertility clinic operated by some or all of the Repromed Defendants.
- *Proof of Payment* means receipts, invoices, credit card or banking statements, or other comparable proof that is acceptable to Class Counsel.

- *Repromed Defendants* means Repromed Ltd., The Toronto Institute for Reproductive Medicine Inc. and Dr. Alfonso Del Valle. [**would be nice to get this on p 2**]

CLAIM FORM

SECTION 1 – CLAIMANT INFORMATION AND DECLARATION

Contact Information (Claimant #1)

First Name: _____ Last Name: _____

Address: _____

City: _____ Province: _____

Postal Code: _____ Country: _____

Home Phone: _____ Other Phone: _____

Provincial Health Card Number (if resident in Canada): _____

Declaration (Claimant #1)

I _____ (Claimant #1) swear under penalty of perjury that the information provided in this Claim Form is true and correct to the best of my knowledge, information and belief.

I understand that my name may be disclosed to RicePoint Administration Inc. (the opt-out administrator) for the sole purpose of determining whether I opted-out of the action. I also understand that information contained in this Claim Form may be provided to the Court (without identifying information) for the purpose of approving the distribution.

I understand that I am responsible for providing medical records or other proof as may be required to substantiate my claim.

Date: _____

Claimant #1's Signature

Printed Name

Contact Information (Claimant #2 – the reproductive partner of Claimant #1. If Claimant #1 does not have a reproductive partner, please leave this page blank.)

First Name: _____ Last Name: _____

Address: _____

City: _____ Province: _____

Postal Code: _____ Country: _____

Home Phone: _____ Other Phone: _____

Provincial Health Card Number (if resident in Canada): _____

Declaration (Claimant #2)

I _____ (Claimant #2) swear under penalty of perjury that the information provided in this Claim Form is true and correct to the best of my knowledge, information and belief.

I understand that information contained in this Claim Form may be provided to the Court (without identifying information) for the purpose of approving the distribution.

I understand that I am responsible for providing medical records or other proof as may be required to substantiate my claim.

Date: _____

Claimant #2's Signature

Printed Name

SECTION 2 – TREATMENT COSTS

This section does not apply to persons who signed a “full and final release” with the Repromed Defendants. Based on our records you: *[insert relevant statement]*

- Did not sign a release. You should complete the below section.
- Did sign a release. You should skip this section and proceed to section 3.

Only select **one** of the following. You may only claim for “Original Treatment Costs”, “Subsequent Treatment Costs”, or “Expected Subsequent Treatment Costs”.

1. Original Treatment Costs

You may claim for your Original Treatment Costs. This means out-of-pocket expenses actually paid to create the Destroyed Reproductive Material, including the cost of fertility drugs, medical procedures (e.g. egg retrieval), donor expenses, genetic tests, and travel. Expenses paid by an insurer (including OHIP) are not included. To claim for your Original Treatment Costs, you must provide Proof of Payment.

If you would like to claim for your Original Treatment Costs, you must:

- Check here ;
- Provide the total value of your Original Treatment Costs \$ _____; and
- Submit Proof of Payment with your Claim Form.

2. Subsequent Treatment Costs

You may claim for your Subsequent Treatment Costs. This means out-of-pocket expenses actually paid to replace the Destroyed Reproductive Material, including the cost of fertility drugs, medical procedures (e.g. egg retrieval), donor expenses, genetic tests, and travel. Expenses paid by an insurer (including OHIP) are not included. To claim for your Subsequent Treatment Costs, you must provide Proof of Payment.

If you would like to claim for your Subsequent Expenses, you must:

- Check here ;
- Provide the total value of your Subsequent Treatment Costs CAD \$ _____; and
- Submit Proof of Payment with your Claim Form.

3. Expected Subsequent Treatment Costs

If you expect that you will incur Subsequent Treatment Costs to replace the Destroyed Reproductive Material, but you have not yet undergone subsequent treatment, you may still claim for those expenses. You have two options to claim for Expected Subsequent Treatment Costs:

(a) **Option A:** If you have a recent treatment plan, estimate, or other similar document acceptable to Class Counsel, you may claim for the cost of treatment stated in that document (up to \$25,000). To claim under Option A, you must:

- Check here ;
- State the cost of treatment indicated in the treatment plan: \$_____;
- Submit a copy of the treatment plan with your Claim Form; and
- Complete the declaration below.

(b) **Option B:** If you do not have a recent treatment plan, you will be allocated between \$10,000 and \$20,000, depending on the type of Destroyed Reproductive Material (\$10,000 for eggs, \$15,000 for embryos, \$20,000 for embryos created from donor eggs). To claim under Option B, you must:

- Check here ; and
- Complete the declaration below.

All persons claiming for Expected Subsequent Treatment costs must complete the following declaration.

I(we) declare that it is my(our) intention to undergo the following fertility treatment (list all ancillary treatments, eg. genetic testing):

I(we) intend to undergo these treatments at the following fertility clinic(s) (list name and location):

SECTION 3 – POINT ALLOCATION

This section applies to all Settlement Class Members. We completed the following chart based on information currently available to us (including information provided by the Repromed Defendants, pursuant to court order. A copy of the court order is available online at ●)

Category		Points	Point Allocation
A	Persons who underwent an egg retrieval process to create the Destroyed Reproductive Material	20 per Settlement Class Member	_____
B	Persons who did not undergo an egg retrieval process— <i>e.g. the reproductive partner of a person described in Category (A) and persons who used egg donors</i>	10 per Settlement Class Member	_____
C	Persons who attended counselling because of the destruction of their Reproductive Material. <i>Medical records required</i>	10 per Settlement Class Member	_____
D	Persons who suffered minor complications from subsequent medical treatments intended to replace the Destroyed Reproductive Material— <i>e.g complications that required a visit to the doctor or emergency room. Medical records required</i>	5 per Settlement Class Member	_____
E	Persons who suffered major complications from subsequent medical treatments intended to replace the Destroyed Reproductive Material— <i>e.g. persons who are hospitalized as a result of subsequent treatments. Medical records required</i>	15 per Settlement Class Member	_____
F	Persons suffering from permanent complete loss of fertility— <i>e.g. hysterectomy after eggs/embryos were frozen. Medical records required</i>	50 per Settlement Class Member	_____
G	Persons who did not have Reproductive Material stored elsewhere at the Repromed Clinic	5 per Claim Form	_____
H	Embryos included in the Destroyed Reproductive Material	5 per Claim Form	_____
		Point Subtotal:	_____
I	Persons who signed a release	50% discount	Applicable: <u>Y/N</u>
		Point Total:	_____

If you agree with the point allocation, no further information is required.

Claim ID: ●

If you disagree with the point allocation, please amend the point allocation, explain your amendments in the space below, and attach any relevant medical records. If you need assistance or directions about how to request medical records, please contact Class Counsel.

Note: If you are entitled to compensation under categories D and E because you received insured services from OHIP, OHIP may have a subrogated interest in your claim. This means that you may be required to repay OHIP out of your settlement for services provided. If this applies, Class Counsel will contact you to explain the process and discuss the amount that is properly paid to OHIP.

Accurate claims processing takes time.

Thank you for your patience.

Reminder Checklist

1. Complete the relevant sections and sign the declaration(s).
2. Provide Proof of Purchase, if relevant to your claim.
3. Keep a copy of your Claim Form and all supporting documentation for your records.
4. If you move, please send us your new address. Failure to notify us of a new address may result in your settlement benefits not being paid to you.

Questions?

Contact us at: ●

A.Z.P., A.J.P., and Qi Zhang
Plaintiffs
and
REPROMED LTD., et al.
Defendants

Court File No.: CV-18-00002489-00CP

ONTARIO
SUPERIOR COURT OF JUSTICE
Proceeding commenced at Brampton

ORDER
(Plan of Allocation, Claim Package and Notice Approval)

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